IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.2209 OF 2004

M/s.Rahul Organic Ltd. Plaintiff

versus

Hansraj Sanjay Jalwal Defendant

Ms.Malika Ingale for plaintiff

None for defendant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 20th June 2005

PC :

1. Heard Ms.Ingale for the plaintiff. The defendant is duly served. Affidavit proving service of writ of summons dated 1st February 2005 affirmed by the Clerk and Bailiff in the office of Sheriff of Mumbai taken on record and marked "X" for identification. Original documents along with list marked as "X-1" for identification.

2. The claim arises out of a written contract evidenced by invoices and delivery challans under which goods were supplied and which have been

duly received and appropriated. In consideration of the receipt of goods under this contract the defendant made part payments which have been duly accounted for. Only the balance sum under the Invoices which is claimed. The invoices do not carry a stipulation pertaining to rate of interest. However, same is claimed under the Sale of Goods Act.

3. There is no defence to the suit. The goods have been duly received and part payments are made. Consequently the plaintiff is entitled to a decree as prayed. Further interest, however, shall be @ 12% p.a. on Rs.86,199.26 Ps.. Drawing up of decree expedited. Refund of court fee and computation of advocates' costs as per rules.

(S.C.DHARMADHIKARI, J.)